

## **General Terms and Conditions and passenger regulations, status: July 2020**

### **WARNING:**

The Zipline Stoderzinken is a recreational facility that serves to carry out outdoor adventure leisure sports. In line with relevant legal provisions, therefore, we must expressly warn you that participation is dangerous and that the risk of suffering injuries cannot be excluded.

### **Scope of application of the General Terms & Conditions**

The organisation and implementation of zipline offers and services are only carried out by the operator (= Freizeitschule Gröbming GmbH) and always on the basis of these General Terms and Conditions (T&C), and only after the participant has acknowledged that he has read and accepted these.

### **Performance description**

Freizeitschule Gröbming GmbH operates a zipline of approx. 2.5 km in length in Gröbming am Stoderzinken. The complex is government-approved and authorised by the district administration of Liezen. The operator, Freizeitschule Gröbming GmbH, has statutory civil liability insurance.

1. The zipline is a piece of recreational equipment that is located outdoors and is thus subject to weather conditions (wind, rain, dirt etc.). These types of weather conditions may have adverse consequences for the health of the passenger as well as for his clothing (e.g.: dirt or stains).
2. Before commencing the flight, the passenger must familiarise himself with the passenger regulations and confirm his acknowledgement of these passenger regulations in writing.
3. The passenger must follow the instructions of the operator and its employees at all times. If the participant defies the safety instructions issued by the operator, the latter has the right to exclude him from the event. In this case, the ticket is forfeited without substitution.
4. **WARNING:**Non-compliance with the passenger regulations or the rules of use or the briefings/instructions of the operating staff may result in severe injuries or even death for the passenger.
5. The passenger himself is responsible for ensuring that he is appropriately dressed for the respective prevailing weather conditions. Weather-appropriate clothing is not provided by the operator.
6. When carrying out the flight programme, waiting periods may occur, in particular during the check-in, bus transfer, boarding, due to rescue measures or as a result of atmospheric influences. Waiting periods do not lead to a reimbursement of the flight price!

### **General participation requirements**

## Zipline Stoderzinken

A project by Freizeitschule Gesellschaft m.b.H.,

Mitterbergerstrasse 44, 8962 Gröbming

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Participation in a flight with the Zipline Stoderzinken is only possible for people who are not suffering from an illness or physical or mental impairment that could represent a hazard for their own health or that of other people.

In any case, the following requirements must be fulfilled as a minimum in order to participate:

1. **Minimum height:** 120 cm
2. **Minimum weight at take-off:** 30 kg (incl. clothing)
3. **Maximum weight at take-off:** 125 kg (incl. clothing)
4. **Minimum age:** 8 years
5. **Children under 10 years of age require accompaniment by an adult.**
6. **Children under 14 years of age require a declaration of consent from their parent or guardian.**

PLEASE NOTE: After making the booking, the person taking part in the flight is responsible for ensuring that he or she fulfils these minimum requirements. In the event that these minimum requirements are not met, a reimbursement of the ticket price is excluded.

1. People who are affected by any of the following health impairments are prohibited from participating:
2. **The influence of alcohol and/or drugs**
3. **Spinal problems, damage to the musculoskeletal system**
4. **Heart diseases, poor circulation**
5. **Pacemaker (caution: magnet in the cable pulley)**
6. **Chronic ear illnesses with disturbed balance**
7. **Epilepsy**
8. **High blood pressure**
9. **Psychological disorders**
10. **Pregnancy**
11. **Recent eye surgery (in particular: retinal problems).**

By commencing the flight, the passenger expressly declares that he or she is not aware of being affected by any of the above-mentioned impairments at the time of commencing the flight.

### Important rules for the use of the Zipline Stoderzinken

1. No personal items may be taken on the flight that represent a hazard for the passenger himself or for others.
2. Long hair must be tied back! Sturdy shoes must be worn (the climb to and descent from the zipline is located in alpine terrain, thus sturdy shoes with a good tread are necessary)!
3. Loose, hanging items of clothing must be removed (e.g. scarf or similar).

4. The harness must be put on by the passenger himself in accordance with the instructions.
5. Every passenger must participate in the safety demonstration.
6. The equipment provided by the operator (harness and cable pulley) must be used in accordance with the operator's instructions. The cable pulley must not be clipped on or unhooked without assistance! It is not transferable to other people and must be returned after the flight is over!
7. In the event of infringements or violations of the instructions, the passengers in question may be excluded from the flight. In this case, there shall be no reimbursement of the price of the flight.
8. The management reserves the right to cease operations due to safety-related reasons (strong wind, storms, icing over of the cable, etc.).
9. **WARNING:** Non-compliance with the above-mentioned rules or the passenger regulations or the rules of use or the briefings/instructions of the operating staff may result in severe injuries or even death.

### Booking confirmation

Passengers may sign up in person, in writing or online. The booking of a flight is only binding once the booking confirmation has been received. This excludes on-site bookings, if the capacity permits this type of booking – in this case, the passenger will receive his flight ticket directly (= booking confirmation).

### Change in services

1. The information regarding the duration of the flight incl. the transfer serves merely as a point of reference, not as a fixed schedule or specification of time.
2. The operator reserves the right to end the flight early in the event of delays e.g. due to weather, darkness, etc. that could lead to a safety risk. In such cases, the validity of the flight ticket and vouchers remains unaffected if the passenger was unable to realise a complete flight due to the aforementioned reasons. However, there is no claim to compensation in the event of delays in the flight plan.
3. The passenger is aware that the flight may be interrupted or postponed due to safety reasons.
4. The photographs and depictions used to advertise the offer serve to provide a general description. These are not binding and may vary.

### Flight tickets and vouchers

1. The operator is in charge of carrying out the flight. By purchasing a flight ticket or voucher, the customer is entitled to select a date for the realisation of the flight.
2. From the date of purchase of the voucher, it is valid for 5 years. The voucher may be extended after this time.
3. All the prices specified for vouchers and tickets are final prices (incl. VAT).
4. The tickets and vouchers are transferable. They may be passed on to a suitable person who meets the passenger regulations.

### Withdrawal by the operator

1. The operator reserves the right to cancel flight dates at short notice or to abort flights due to weather conditions or other unforeseeable circumstances that are not caused by gross negligence or intent on the part of the operator (such as illness of the employees; technical defects, official requirements, etc.) and that objectively justify such action.
2. As soon as the operator becomes aware of the existence of the aforementioned weather conditions or of any other unforeseeable circumstances, he shall attempt to contact the passenger using the contact details (email and/or telephone number) provided by the passenger during the booking, in order to inform the passenger of the cancellation.
3. Nonetheless, passengers are recommended to check for information regarding a potential cancellation of the booked flight before making their way to the event location. The information regarding the realisation/cancellation of the booked flight can be obtained on the homepage [www.zipline.at](http://www.zipline.at) or by contacting the office.
4. In these cases, the flight ticket retains its validity. The passenger has the right to complete the flight at a later point in time, on an alternate date to be previously agreed upon with the operator.
5. If the participant is unable or unwilling to agree upon an alternate date, the operator shall refund the ticket price in full.

### Liability for defects and damages, exclusion of liability and limitation of liability

1. **WARNING:** Due to the high speeds and flying altitudes in particular, the use of the Zipline Stoderzinken is associated with risks and dangers to life and limb for the passenger. Non-compliance with these T&C and passenger regulations as well as the briefings/instructions of the operating staff may result in severe injuries or even death. The passenger is fully aware that, in the event of personal injuries to or the death of the passenger, the operator is only liable if and only to the extent that the operator culpably and unlawfully caused said personal injuries or death. The passenger understands that due to the nature of the facility in certain circumstances (e.g. force majeure; unforeseeable environmental influences; technical failures for which the operator is not at fault; etc.), it is possible that he may suffer personal injuries and/or damage to property or even death, without him or his descendants being able to successfully bring a civil liability case against the operator.
2. Under consideration of these T&C and passenger regulations as well as the briefings/instructions of the operating staff, the passenger himself must take suitable precautions (e.g.: place items in closable pockets in his clothing) to ensure that he does not lose any personal items brought with him during the flight.
3. The passenger must inform the operator of any accidents or damages immediately!
4. Freizeitschule Gröbming GmbH is not liable for events of force majeure (e.g. riots, war or natural phenomena, traffic disruptions, epidemics). An IT failure that occurs despite appropriate protective measures (e.g. due to computer viruses, hacker attacks) also constitutes an event of force majeure.

### Jurisdiction and applicable law

1. For any disputes arising from or in connection with the use of the zipline, insofar as the dispute concerns claims between the operator and an entrepreneur (= corporate affair, with reservation/booking), it is agreed that the

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respective competent court for A-8962 Gröbming (headquarters of Freizeitschule Gröbming GmbH) shall have exclusive local jurisdiction.

2. In any case, for any disputes arising from or in connection with the use of the zipline, the provisions of Austrian law shall apply exclusively, both in material terms (i.e. with regard to the assessment of the formation of the contractual relationship and the mutual rights and obligations of the contractual parties), as well as from a formal viewpoint (i.e. with regard to the applicable procedure for disputes between the contractual parties). It is mutually agreed that upon reservation/booking, the conflict-of-law rules of Austrian law are excluded; the same goes for any application of the provisions of the UN Sales Convention.